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**UNITED STATE DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

MARK COLE, on behalf of himself  
and all other similarly situated and  
aggrieved,

Plaintiff,

v.

COLONIAL PENN LIFE  
INSURANCE COMPANY; and  
DOES 1 to 50, inclusive ,

Defendants.

Case No. 2:23-cv-02993- DC-AC

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

Assigned to the Hon. Dena M. Coggins

**DATE: SEPTEMBER 19, 2025  
TIME: 1:30 PM  
COURTROOM: 8**

Plaintiff Mark Cole's ("Plaintiff") unopposed Motion for Preliminary Approval of a Class Action Settlement and Certification of a Settlement Class ("Motion") came on for hearing on \_\_\_\_\_ at \_\_\_\_\_ before this Court. The

1 Motion attaches and incorporates a class action settlement agreement (the  
2 “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms  
3 and conditions for the settlement of claims on a class wide basis (the “Settlement”),  
4 against Defendant Colonial Penn Life Insurance Company (“Colonial Penn” or  
5 “Defendant”) (Plaintiff and Defendant are collectively referred to herein as the  
6 “Parties.”). The Court, having reviewed and considered the Motion and the Parties’  
7 Settlement Agreement, including the exhibits attached thereto, HEREBY GRANTS  
8 PLAINTIFF’S MOTION AND FINDS AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this action and  
10 personal jurisdiction over the Parties and the Settlement Class Members described  
11 below.

12 2. The Court adopts the definitions set forth in the Settlement Agreement  
13 and all defined words or phrases used in this Order shall have the same meaning as  
14 in the Settlement Agreement.

15 **Preliminary Approval of Proposed Settlement**

16 3. The Court has reviewed the terms of the Parties’ Settlement Agreement  
17 and preliminarily finds that the Settlement appears sufficiently fair, reasonable, and  
18 adequate to warrant dissemination of Class Notice of the proposed settlement and  
19 scheduling a formal fairness hearing. The Court finds that (a) the Settlement  
20 contains no obvious deficiencies and that the Parties entered into the Settlement in  
21 good faith, following arm’s length negotiations involving their respective  
22 experienced counsel, with the assistance of mediator the Honorable Wayne R.  
23 Andersen (Ret.); (b) the Settlement substantially fulfills the purposes and objectives  
24 of the class action and provides beneficial relief to the Settlement Class, especially  
25 considering the risks and delay of continued litigation; (c) the Settlement meets all  
26 applicable requirements of law, including Rule 23 of the Federal Rule of Civil  
27 Procedure and the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715; and (d)  
28 is not a finding or admission of liability by Colonial Penn.

**Certification of Settlement Class**

1           4.     The Court preliminarily approves the following class for settlement  
2 purposes only pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil  
3 Procedure:

4           *“All individuals who called any of the Affected Colonial Penn*  
5           *Telephone Numbers from a California area code between November*  
6           *22, 2022 and January 13, 2024.”*

7 Membership in the Settlement Class consists exclusively of individuals included  
8 on the list to be provided by Defendants to the Claims Administrator, as set forth  
9 in the Settlement Agreement.

10           Excluded from the Settlement Class are (a) Defendant, any entity in which the  
11 Defendant has a controlling interest, and the Defendant’s officers, directors, legal  
12 representatives, successors, parent companies, subsidiaries, affiliates, and assigns;  
13 (b) any judge, justice, or judicial officer presiding over the Action and the members  
14 of their immediate families and judicial staff; and (c) any individual who timely and  
15 validly opts out of the Settlement.

16           5.     The Court finds that, for the purpose of settlement only, the  
17 requirements of Rule 23 of the Federal Rules of Civil Procedure are met by the  
18 Settlement Class. Joinder of all class members in a single proceeding would be  
19 impracticable, if not impossible, because of their numbers and dispersion. Common  
20 issues exist among class members and predominate over questions affecting  
21 individual class members. Plaintiff’s claims are typical of those of the Settlement  
22 Class Members. Plaintiff and his counsel will fairly and adequately protect the  
23 interests of the Settlement Class. Plaintiff has no interest antagonistic to those of the  
24 Settlement Class and has retained counsel experienced and competent to prosecute  
25 this matter on behalf of the class. Finally, a class settlement is superior to other  
26 available methods for a fair resolution of the controversy.

27           6.     For purposes of settlement only, the Court appoints Plaintiff Mark Cole  
28 to serve as class representative. Further, pursuant to Rule 23(g)(1) of the Federal

1 Rules of Civil Procedure, the Court appoints Todd M. Friedman and Adrian R.  
2 Bacon of The Law Office of Todd M. Friedman, P.C. and Zev Zysman of Law  
3 Offices of Zev B. Zysman to serve as Class Counsel.

4 **Notice and Administration**

5 7. Pursuant to Rule 23(c)(2)(B) and Rule 23(e) of the Federal Rules of  
6 Civil Procedure, the Court orders that the Settlement Class be given notice of the  
7 pendency of this action and the Parties' proposed Settlement. The Court finds that  
8 the Notice Program set forth in Section 9 of the Settlement Agreement (i) is the best  
9 practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise  
10 Settlement Class Members of the pendency of the Lawsuit and of their right to object  
11 or to exclude themselves from the proposed Settlement; (iii) is reasonable and  
12 constitutes due, adequate and sufficient notice to all persons entitled to receive  
13 notice; and (iv) meets all applicable requirements as set forth by law. Thus, the  
14 Court adopts and incorporates the Notice Program set forth in the Settlement  
15 Agreement into this Order.

16 8. The Court approves the Claim Form, Email Notice, Mail Notice, and Q  
17 & A Notice, which are attached as Exhibits 1-B, 1-C, 1-D and 1-E to the Agreement.  
18 The Court also approves the creation of a Settlement Website by Simpluris. The  
19 Parties, by agreement, may revise the Claim Form and Notice Forms in ways that  
20 are not material, or in ways that are appropriate to update those documents for  
21 purposes of accuracy or formatting, consistent with this Order.

22 9. The Court appoints Simpluris, Inc. as Claims Administrator to  
23 disseminate notice to the Settlement Class and administer the settlement. The Court  
24 orders Simpluris, Inc. to: (i) create the Settlement Website; (ii) complete  
25 dissemination of the Class Notice to the Settlement Class by 30 days after  
26 preliminary approval; (iii) file proof of the dissemination of the Class Notice to the  
27 Settlement Class at least fourteen (14) days before the Final Approval Hearing; (iv)  
28 establish a post office box in Simpluris, Inc's name to be used for receiving opt-out  
requests, objections, notices of intention to appear, and any other communications

1 from Settlement Class Members; (v) promptly furnish Class Counsel, Defendant's  
2 Counsel, and Defendants with copies of any and all Valid Exclusion Requests,  
3 Objections, notices of intention to appear, or other communications from Settlement  
4 Class Members that come into its possession; and (vi) provide the opt-out list to  
5 Class Counsel and Defendant's Counsel no later than seven (7) days after the opt-  
6 out period and file a declaration with the Court at least fourteen (14) days before the  
7 Final Approval Hearing attesting to the completeness and accuracy thereof.

8 10. The Court orders the Claims Administrator to provide a list of objectors  
9 to Class Counsel and Defense Counsel no later than seven (7) days after the deadline  
10 to object to the settlement, and then file a declaration with the Court at least fourteen  
11 (14) days before the Final Approval Hearing attesting to the completeness and  
12 accuracy thereof and attaching a copy of all objections received.

13 11. The Court sets a Final Approval Hearing on \_\_\_\_\_ to  
14 consider the fairness, reasonableness, and adequacy of the proposed Settlement and  
15 determine whether it should finally be approved by the Court. At that time, the Court  
16 will hear any applications for the Attorneys' Fee Award and/or the Service Award.

17 12. The Court sets \_\_\_\_\_ as the deadline for filing the final approval  
18 motion and the application for the Attorneys' Fee Award.

19 13. The Court sets \_\_\_\_\_, 2025 as the deadline by which Settlement  
20 Class Members must submit any: (i) request for exclusion from the Settlement Class;  
21 or (ii) objection to the Settlement or to the Attorneys' Fee Award. The procedures  
22 and requirements for opting out of the Settlement Class or objecting to the  
23 Settlement or to the Attorneys' Fee Award are set forth below.

24 14. The Court sets \_\_\_\_\_ as the deadline for filing any reply  
25 memorandum in further support of final approval of the proposed Settlement or the  
26 Attorneys' Fee Award application.

27 15. The Court orders that any Settlement Class Member who wishes to  
28 exclude him/herself from the Settlement Class must mail a Valid Exclusion Request  
to the Settlement Administrator no later than sixty (60) days following the first date

1 of mailing, emailing and/or publication of the Class Notice on the Settlement  
2 Website. Any Settlement Class Member who does not submit a Valid Exclusion  
3 Request from the Settlement Class will be bound by all proceedings, orders, and  
4 judgments in the Lawsuit, even if such Settlement Class Member has previously  
5 initiated or subsequently initiates individual litigation or other proceedings  
6 encompassed by the Release set forth in Section 16 of the Settlement Agreement.

7 16. The Court orders that any Settlement Class Member who does not  
8 exclude him/herself from the Settlement Class and who wishes to object to the  
9 fairness, reasonableness, or adequacy of the Settlement or to the Attorneys' Fee  
10 Award must mail no later than sixty (60) days following the first date of mailing,  
11 emailing and/or publication of the Class Notice on the Settlement Website an  
12 Objection signed by the Settlement Class Member. The Objection shall contain all  
13 of the following information: (i) the objector's full name, address, email, and mobile  
14 telephone number from which he or she called Colonial Penn; (ii) a written statement  
15 of all grounds for the objections accompanied by any legal support for such  
16 objections; (iii) copies of any papers, briefs, or other documents upon which the  
17 objection is based; (iv) a written statement as to whether the objector intends to  
18 appear at the Final Approval Hearing; (v) a statement setting forth any other  
19 objections submitted by the objector, or the objector's counsel, to any class action  
20 settlement submitted in any court, whether state, federal or otherwise, in the United  
21 States; and (vi) if the objector intends to appear at the Final Approval Hearing  
22 through counsel, the objection must also identify the attorney(s) representing the  
23 objector who will appear at the Final Approval Hearing. Any Settlement Class  
24 Member who does not submit an Objection in accordance with the procedures stated  
25 herein shall be foreclosed from seeking any adjudication or review of this Settlement  
26 by appeal or otherwise.

27 17. The Court orders that any Settlement Class Member who submits an  
28 Objection must mail a copy of the Objection to Class Counsel and Defendant's  
Counsel and to the Clerk of the Court no later than sixty (60) days following the

1 first date of mailing, emailing and/or publication of the Class Notice on the  
2 Settlement Website.

3 18. The Court orders that any Settlement Class Member, who intends to  
4 make an appearance at the Final Approval Hearing, enter that appearance no later  
5 than thirty (30) days before the Final Approval Hearing.

6 19. The Court orders that any attorney hired by a Settlement Class Member  
7 for the purpose of objecting to this Settlement or to the Attorneys' Fee Award will  
8 be at the Settlement Class Member's sole expense.

9 **IT IS SO ORDERED.**

10 Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Honorable Dena Coggins  
United States District Court Judge